IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.213 OF 1995

Dena Bank ...Plaintiffs

V/s.

Printokraft & Ors. ...Defendants

.....

Mr.K.D.Shukla for Plaintiffs.

None for Defendants.

.....

CORAM: A.M.KHANWILKAR, J.

JULY 17, 2007.

P.C.

1. This Suit is listed as undefended Suit in terms of order dated 2nd December 1999. The Defendants have been duly served. None appears for the Defendants. No written statement is filed on behalf of the Defendants.

2. In substance, the case of the Plaintiffs is that the Plaintiffs gave printing work from time to time to Defendant No.1 for the year 1990. In terms of the Contract, the Plaintiffs used to

supply the security papers to the Defendant No.1 for printing. The Plaintiffs used to give instructions for the place of delivery of printed materials after the same was printed. The Defendant No.1, by their letter dated 9th July 1992 submitted paper stock statement of MICR Cheque paper held by them on account of the Plaintiffs for the period from June 1, 1992 to June 30, 1992. The Defendant No.1, however, failed to supply the printed cheques to the branches of the Plaintiffs since the beginning of the year 1993. For that reason, the Plaintiffs, by his letter dated 13th September 1993 instructed the Defendant No.1 not to print any cheque books of the pending orders with them and return to the Plaintiffs immediately the stock of security papers of the Plaintiffs lying with them for entrusting the work to other printers. The Defendant No.1 did not follow those instructions. As the Defendants failed to return the security papers lying with them, the Plaintiffs have approached this Court by way of present Suit for the following reliefs:

"a) That the Defendants be ordered and decreed by a mandatory order of this Hon'ble Court to return the stock of Security papers described in Exhibit 'E' hereto to the Plaintiffs;

b) That in the event of Defendants being unable to return the goods in terms of prayer (a) above, they be ordered and decreed jointly and severally to pay to the Plaintiffs the sum of Rs.1,66,770/- as per the particulars of claim being Exhibit 'G' hereto with further interest thereon at 18% per annum from the date hereto till payment;

c) that pending the hearing and final disposal of the suit, the Court Receiver, High Court be appointed Receiver of the stock of goods described in Exhibit 'E' hereto under O.XL Rule 1 of Civil Procedure Code, with all powers including the power to take possession of the said stock of goods described in Exhibit 'E' hereto and deliver the same to the Plaintiffs;

d) that pending the hearing and final disposal of the suit, the Defendants by themselves, their servants and agents be restrained by an order of injunction of the Honourable Court from in any way dealing with, disposing off the stock of papers described in the Exhibit 'E' hereto;

e) for ad-interim and interim reliefs in terms of prayer (c) and (d) above;

f) for costs of this suit;

g) for such further and other reliefs as the nature and circumstances of the case may require."

3. As mentioned earlier, the Defendants have not bothered to appear nor filed any written statement. The Plaintiffs have filed affidavit of evidence sworn by Ambalal Suklal Pathare, Officer of the Plaintiffs, who has been duly authorised to give evidence on affidavit. The Plaintiffs have also produced list of documents and the original documents in support of their claim. The Plaintiffs have relied on the extract of the record maintained in due course of business to support their claim. There is no reason to doubt the correctness of the stand taken by the Plaintiffs. The documents produced supports the stand taken of the Plaintiffs in the Plaint as well as restated in the affidavit of evidence.

4. In the circumstances, I have no hesitation in accepting the request of the Plaintiffs to grant decree in terms of prayer clauses (a) and (b), in exercise of powers under Order 8 Rule 10 of C.P.C. Accordingly, Suit is decreed in terms of prayer clauses (a) and (b) with costs. Decree be drawn up accordingly.

A.M.KHANWILKAR, J.